

Application for Credit Account

Please complete every section that applies, sign Section 7, and have each guarantor sign Section 8. Return the completed form to accounts@cesw.co.nz.

Section 1 · Customer details

Entity type (tick one): ☐ Sole trader ☐ Partnership ☐ Company ☐ Limited partnership ☐ Trust ☐ Other: _____

Legal name of customer	
Trading name (if different)	
NZBN	
GST number	
Postal address	
Physical / site address	
Contact person	
Phone	
Email	
Nature of business	

Section 2 · Ownership details

Complete the part that matches the entity type ticked above.

Company or limited partnership

Registered name	
Company / LP number	
Director / general partner 1 (full name)	
Director / general partner 2 (full name)	
Director / general partner 3 (full name)	

Sole trader or partnership (one row per person)

Full legal name	Residential address	Date of birth*	Driver licence no.*

Customer initials: _____

Trust

Name of trust	
Full names of all trustees	
Trustee addresses	

All trustees must sign this application. Trustees are personally liable for the account unless CES agrees otherwise in writing.

*Date of birth and driver licence number are collected only to identify you accurately when CES runs a credit check. If you don't provide them, CES may be unable to assess the application.

Section 3 · Accounts and credit

Accounts contact name	
Accounts phone	
Email for invoices and statements	
Purchase order number required?	☐ Yes ☐ No
Estimated monthly spend (\$ excl. GST)	
Credit limit requested (\$)	

Standard terms: payment is due by the 20th of the month following the date of invoice, unless CES agrees otherwise in writing.

Section 4 · Trade references

By listing these referees, you confirm they may give CES information about your account history.

#	Business name	Contact person	City	Phone
1				
2				
3				

Section 5 · Acknowledgement and declarations

The person signing this application for the customer:

1. Confirms they are authorised to sign for the customer, and that signing binds the customer.
2. Confirms the information in this application is true, correct and complete, and agrees to tell CES in writing within 7 days of any change in ownership, structure, name or address.
3. Confirms they have read, understood and agree to be bound by CES's Terms of Trade attached to this application, as updated from time to time with notice to the customer.
4. Declares that the goods and services are acquired for business purposes, and agrees it is fair and reasonable that: (a) the Consumer Guarantees Act 1993 does not apply (section 43); and (b) to the extent permitted, sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply (section 5D).
5. Confirms the credit is not for personal, domestic or household purposes, so it is not a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003.
6. Acknowledges that where the customer is a company or limited partnership, a personal guarantee from each director or general partner (Section 8) is a condition of credit.
7. Acknowledges that this application is not an offer of credit. CES may decline it, set a credit limit, or change or withdraw credit at its discretion.

Customer initials: _____

8. Agrees that this application and the guarantee may be signed electronically and in counterparts, under the Contract and Commercial Law Act 2017.

Section 6 · Privacy and credit reporting

This section applies to the customer and to every individual named in this application, including sole traders, partners, directors, trustees and guarantors.

Who is collecting your information. CES Wellington Limited, Unit 39/83 Eastern Hutt Road, Lower Hutt 6109, accounts@cesw.co.nz. CES will hold your information securely.

Why we collect it. To assess this application and any guarantee, open and manage your account, collect money owed, enforce our security, and market our goods and services to you (you can opt out at any time).

Information we collect from other people. To assess and manage your account, CES may collect information about you from:

- credit reporters, including Centrix, Equifax and illion;
- the trade referees you list in Section 4;
- public registers, including the Companies Office, NZBN register and Personal Property Securities Register.

Credit reporting. You authorise CES to:

1. give your details to the credit reporters above so they can provide credit reports to CES, now and while your account is open;
2. allow the credit reporters to keep the information about this application and use it in reports they give to others;
3. tell credit reporters if you fail to pay on time or default, which may be recorded on your credit file.

Each credit reporter has its own privacy policy explaining how it handles your information and how to request a copy of your credit report.

Who else may see it. CES's debt collection agents, lawyers, accountants and IT providers, and any person who takes over CES's business or debts. Some of these may store information outside New Zealand; if so, CES will make sure it is protected to a standard comparable to the Privacy Act 2020.

If you don't provide it. Giving this information is voluntary, but without it CES may be unable to open an account.

Your rights. Under the Privacy Act 2020 you can ask to see and correct the personal information CES holds about you. Contact CES at the address above.

Section 7 · Security over goods (PPSA) and signature

The customer:

1. Grants CES a security interest in all goods supplied by CES, and their proceeds, until all money owed to CES is paid in full.
2. Agrees that CES may register a financing statement on the Personal Property Securities Register.
3. Waives its right to receive a verification statement under section 148 of the Personal Property Securities Act 1999.
4. Agrees, under section 107 of that Act, that the rights set out in the Terms of Trade are contracted out of, as far as the law allows.

Signed for the customer

Signature	Full name	Position	Date

Partnerships: every partner signs. Trusts: every trustee signs.

Office use only

Approved by	Credit limit	Terms	Credit check date	Guarantee received	PPSR reg. no.

Customer initials: _____

Section 8 · Personal guarantee

Required from each director of a company and each general partner of a limited partnership. Each guarantor should get independent legal advice before signing.

In consideration of CES supplying goods and services on credit to the customer named in this application, each guarantor:

1. Guarantees payment of all money the customer owes CES now or in the future, including interest, collection and legal costs.
2. Agrees to pay CES on demand if the customer doesn't pay when due.
3. Is liable as if they were a principal debtor, jointly and severally with any other guarantor.
4. Agrees this guarantee continues until all money owed is paid, even if the guarantor stops being a director, and is not affected by CES giving the customer extra time or changing the credit limit.
5. Authorises CES to collect, use and share their personal information, including with credit reporters, as set out in Section 6.
6. Confirms they have read the Terms of Trade and had the chance to get independent legal advice.

Guarantor 1

Signature	
Full name	
Residential address	
Date of birth	
Date signed	

Witness (not a family member or employee of the customer)

Witness signature	
Full name	
Occupation	
Town / city	

Guarantor 2

Signature	
Full name	
Residential address	
Date of birth	
Date signed	

Witness (not a family member or employee of the customer)

Witness signature	
Full name	
Occupation	
Town / city	

Customer initials: _____